

Real Estate Sale Contract

The Buyer, City of Waukesha, and the Seller, Waukesha School District a/k/a School District of Waukesha, hereby contract for the sale and purchase of the parcel of real property known as tax key WAKC 1313 999 001, more particularly described as follows:

All that part of the Northeast One-quarter (1/4) of Section Five (5), Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha County, County of Waukesha, State of Wisconsin, bounded and described as follows: All that part lying East of the following described line: Beginning at the Northwest corner of said Northeast ¼ of Section 5; thence North 89°41'35" East along the North line of said Northeast ¼, 1832.49 feet to the point of commencement of the line herein to be described; thence South 1°58'53" West, 1856.325 feet to the center line of C.T.H. "T" and the point of ending of the line herein described.

EXCEPTING THEREFROM that part conveyed in Warranty Deed recorded on November 18, 1983 on Reel 576, Image 1043, as Document No. 1237189.

FURTHER EXCEPTING that part conveyed in Warranty Deed recorded as Document No. 2604301.

ALSO EXCEPTING Manchester Hill and Manchester Hill Addition No. 1.

FURTHER EXCEPTING that part lying Northwesterly of North University Drive.

ALSO DESCRIBED AS:

Part of the Northeast Quarter of the Northeast Quarter of Section Five (5), Township Six (6) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin, more particularly described as follows:

Beginning at the Northeast Quarter of Section 5, aforesaid; thence South 00°58'38" West along the East line of said Northeast Quarter, 245.71 feet to a point on the North Right-of-Way line of Michigan Avenue; thence South 88°06'01" West along said line, 10.22 feet to a point of curve; thence 74.20 feet along said line on an arc of curve to the right, having a radius of 265.00 feet, whose chord bears North 83°52'43" West, 73.95 feet; thence North 75°51'27" West along said line, 100.00 feet to a point of curve; thence 93.80 feet along said line on an arc of curve to the left having a radius of 335.00 feet, whose chord bears North 83°52'43" West, 93.50 feet; thence South 88°06'01" West along said line, 115.10 feet to the Southeast corner of Lot 2, Certified Survey Map No. 11792, recorded in Book 118, Pages 309 to 316, as Document No. 4374770; thence North 01°50'38" West along the East line of said Lot 2, 195.05 feet to the South line of said Lot 2 and the North line of the Northeast Quarter of Section 5 aforesaid; thence North 88°11'37" East along said North line, 399.38 feet to the point of beginning.

This real property, along with all fixtures, improvements and appurtenances thereto, is referred to herein as the Property.

1. Consideration. The Property will be used by the Buyer for the location of a stormwater detention pond, part of a flood-mitigation project that will benefit all property owners in the area, including the Seller. The Property shall be conveyed to the Buyer in consideration of the flood-control benefit the Seller will receive from the project, and no cash shall be paid by the Buyer. Seller acknowledges and agrees that this consideration is sufficient and adequate to support this Contract as a valid and binding obligation.

2. Personal Property. No personal property in or on the Property as of the date of this Contract is included in the purchase, and shall be removed by Seller before closing.

3. Conveyance of Title. At closing, Seller shall deliver to Buyer a warranty deed, conveying fee simple title to the Property to Buyer, free and clear of all liens and encumbrances, with the exception of municipal ordinances, zoning ordinances, agreements entered into under municipal or zoning ordinances, recorded easements for the distribution of utility and municipal services, recorded drainage and storm sewer easements, recorded building and use restrictions and covenants, general

taxes levied in the year of closing, and no further exceptions. The warranty deed will be in the form of the attached Exhibit 1. Seller agrees to execute all documents necessary to record the conveyance.

4. Closing. The transaction will close at the City Attorney's office at Waukesha City Hall no later than 15 days after the final approval by the Waukesha Common Council and the Waukesha School Board of the acquisition of the Property by the Buyer, or at such other time as the Parties mutually agree in writing. Full possession of the Property will be delivered to Buyer at Closing.

5. Condition of Property, Warranty Disclaimer. The Property is conveyed, and the Buyer accepts the Property, as-is, with all faults. The Seller makes no warranties or representations as to the quality or condition of the Property, and disclaims all warranties of quality or condition, expressed or implied, with the exception of the warranty of title required by section 3.

The Buyer acknowledges that prior to executing this Contract, it has had full access to the Property, has adequately inspected the Property themselves, has had adequate opportunity to have professional inspectors inspect the Property for it, and is fully aware of the condition of the Property. The Buyer acknowledges that its decision to close this transaction is based on its inspections and knowledge of the Property, and not upon any representations made by the Seller or any of Seller's officers, employees, or agents.

6. Maintenance Prior to Closing. Prior to closing, the Seller will not move any items of personal property onto the Property and will maintain the Property in the condition it was in as of the date of the making of this Contract in the same manner as Seller had before the making of this Contract.

7. Conditions. The enforceability of this Contract against either party is conditioned on final approval by the Waukesha Board of Public Works and Common Council of the acquisition of the Property by the Buyer, and the final approval of the Waukesha School Board of the conveyance of the Property to the Buyer.

8. Title Insurance. Buyer shall obtain, at Buyer's sole expense, and at least five (5) days before the date of closing, a written commitment from a title insurance company licensed to issue title insurance in Wisconsin to issue a policy in the amount of the value of the Property, naming the Buyer as the beneficiary thereof. The title insurance must show the title to the Property to be in the condition required in section 3, above, showing exceptions only for those liens to be paid from the proceeds of the closing, and the standard ALTA exceptions contained in the title insurance policy. Buyer will notify Seller of any objection to title on or before the date of closing. Seller will then have thirty (30) days within which to correct the objected-to conditions, and the date of closing will be changed to allow such corrections to take place. If such corrections are not made, then this Contract is voidable at the Buyer's option.

9. Prorations. The Parties acknowledge that they are both exempt from property taxation, and that no tax proration will be done.

10. Documents to Be Provided by Seller for Closing. No later than three days before closing, the Seller must provide to Buyer copies of the following: a warranty deed warranting title as required by this Contract; a transfer-tax receipt, and a proposed closing statement showing all pro-rations as required by this Contract.

11. Leases Prohibited. After execution of this Contract, Seller will not lease, or enter into any agreement to lease or allow occupancy of, any portion of the Property. Any such lease or agreement to lease, whether in writing or oral, is void.

12. Broker Commissions. Seller shall be solely responsible for the payment of any and all commissions and fees incurred, claimed or demanded by any party in connection with the conveyance of the Property to Buyer, including without limitation co-broker commissions and MLS fees. Buyer shall not be responsible for any such fee, cost or commission in connection with the sale of the Property.

13. Amendments. This Contract may be amended only by the mutual, written agreement of the Parties. Any oral amendments are void and unenforceable.

This Contract is made the _____ day of February, 2025.

City of Waukesha

By Shawn N. Reilly, Mayor

Attested to by Linda Gourdoux, City Clerk

Waukesha School District a/k/a School District of Waukesha

By: _____
Title: _____

By: _____
Title: _____

Exhibit 1

WARRANTY DEED

Parcel ID Number: WAKC 1313 999 001

After recording return to:
City Attorney
201 Delafield St
Waukesha WI 53188

The Grantor, **Waukesha School District a/k/a School District of Waukesha**, for a good and valuable consideration the adequacy and sufficiency of which is acknowledged, hereby conveys to the Grantee, **City of Waukesha**, the following-described parcel of real property in Waukesha County, Wisconsin, referred to herein as the Property, and all improvements, fixtures and appurtenances thereto, in fee simple:

All that part of the Northeast One-quarter (1/4) of Section Five (5), Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha County, County of Waukesha, State of Wisconsin, bounded and described as follows: All that part lying East of the following described line: Beginning at the Northwest corner of said Northeast ¼ of Section 5; thence North 89°41'35" East along the North line of said Northeast ¼, 1832.49 feet to the point of commencement of the line herein to be described; thence South 1°58'53" West, 1856.325 feet to the center line of C.T.H. "T" and the point of ending of the line herein described.

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ALSO EXCEPTING Manchester Hill and Manchester Hill Addition No. 1.

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ALSO DESCRIBED AS:

Part of the Northeast Quarter of the Northeast Quarter of Section Five (5), Township Six (6) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin, more particularly described as follows:

Beginning at the Northeast Quarter of Section 5, aforesaid; thence South 00°58'38" West along the East line of said Northeast Quarter, 245.71 feet to a point on the North Right-of-Way line of Michigan Avenue; thence South 88°06'01" West along said line, 10.22 feet to a point of curve; thence 74.20 feet along said line on an arc of curve to the right, having a radius of 265.00 feet, whose chord bears North 83°52'43" West, 73.95 feet; thence North 75°51'27" West along said line, 100.00 feet to a point of curve; thence 93.80 feet along said line on an arc of curve to the left having a radius of 335.00 feet, whose chord bears North 83°52'43" West, 93.50 feet; thence South 88°06'01" West along said line, 115.10 feet to the Southeast corner of Lot 2, Certified Survey Map No. 11792, recorded in Book 118, Pages 309 to 316, as Document No. 4374770; thence North 01°50'38" West along the East line of said Lot 2, 195.05 feet to the South line of said Lot 2 and the North line of the Northeast Quarter of Section 5 aforesaid; thence North 88°11'37" East along said North line, 399.38 feet to the point of beginning.

This is not homestead property.

The Grantor warrant that title to the Property is good, indefeasible and free and clear of all liens and encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, the restrictive covenant contained herein, and general taxes levied in the year of this conveyance, and Grantor will defend the same.

Conveyance made this _____ day of February, 2025.

(sign above)
Print name: _____
Title: _____

(sign above)
Print name: _____
Title: _____

Exhibit 1

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

_____ and _____ personally came before me this _____ day of February, 2025, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

_____, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires_____)

This instrument was drafted by Brian E. Running, City Attorney.